

RESOLUTION NO. _____

PASSED _____

A Resolution approving the final plat of "Weschester Cluster Subdivision, Phase II", generally located West of N.W. 43rd Street and North of N.W. 82nd Boulevard, as more specifically described in this Resolution; authorizing the Mayor and Clerk of the Commission to execute a Surety Agreement to secure the construction of improvements; providing directions to the Clerk of the Commission and providing an immediate effective date.

WHEREAS, the owner of the plat has submitted a final plat which substantially conforms to the design plat as approved by the City Commission on February 10, 2003, that permitted the owner/developer 12 months to obtain conditional plat approval of Phase I and an additional 54 months to obtain conditional or final plat approval on the remaining property; and

WHEREAS, the City Commission, on January 26, 2004, granted an additional six months to the onwer/developer to obtain conditional or final plat approval; and

WHEREAS, the City Commission, on April 26, 2004, approved the conditional plat approval for Phase 1 of Krystal Pines Cluster Subdivision that is now known as Weschester Cluster Subdivision Phase I; and

WHEREAS, the owner of the plat has requested the City Commission to accept and approve the final plat as provided in Chapter 30 of the Code of Ordinances of the City of Gainesville, Florida; and

WHEREAS, the City Commission finds that the final plat described hercin is consistent with the City of Gainesville 2000-2010 Comprehensive Plan.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF GAINESVILLE, FLORIDA;

Section 1. The final plat of "Weschester Cluster Subdivision Phase II" is accepted and approved by the City Commission on the following described property lying in the City of Gainesville, Alachua County, Florida:

(See Exhibit "A" attached hereto and made a part hereof as if set forth in full)

Section 2. The Mayor and Clerk of the Commission are authorized to execute a Surety Agreement with a lending institution that secures the construction and completion of the improvements required under the ordinances of the City of Gainesville, a copy of which agreement is attached hereto as Exhibit "B".

Section 3. The Clerk of the Commission is authorized and directed to affix his signature to the record plat on behalf of the City Commission and accept the dedication of public rights-of-way, easements, and other dedicated portions as shown on the plat.

Section 3. This resolution shall be effective immediately upon adoption.

PASSED AND ADOPTED this _____ day of _____, 2006.

Pegeen Hanrahan, Mayor

ATTEST:

APPROVED AS TO FORM AND LEGALITY:

Kurt Lannon,
Clerk of the Commission

Marion J. Radson, City Attorney

DECEMBER 7, 2005

WESCHESTER CLUSTER SUBDIVISION PHASE II

LEGAL DESCRIPTION: (BY THIS SURVEYOR)

A PARCEL OF LAND LYING IN THE NORTH ONE-HALF (N ½) OF SECTION 10, TOWNSHIP 9 SOUTH, RANGE 19 EAST, ALACHUA COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHEAST CORNER OF SAID SECTION 10; THENCE SOUTH 89°13'00" WEST, ALONG THE NORTH LINE OF THE NORTHEAST ¼ OF SAID SECTION 10, A DISTANCE OF 59.98 FEET TO THE INTERSECTION WITH THE WEST RIGHT-OF-WAY LINE OF NW 43RD STREET (A 110 FOOT RIGHT-OF-WAY) AND THE POINT OF BEGINNING;
THENCE SOUTH 01°04'01" EAST, ALONG SAID WEST RIGHT-OF-WAY LINE, A DISTANCE OF 971.39 FEET;
THENCE NORTH 61°06'35" WEST, DEPARTING SAID WEST RIGHT-OF-WAY LINE, A DISTANCE OF 266.50 FEET;
THENCE SOUTH 65°17'00" WEST, A DISTANCE OF 286.73 FEET;
THENCE NORTH 48°18'40" WEST, A DISTANCE OF 276.42 FEET;
THENCE NORTH 15°50'29" WEST, A DISTANCE OF 793.53 FEET TO THE INTERSECTION WITH THE NORTH LINE OF THE NORTHEAST ONE-QUARTER (NE ¼) OF SAID SECTION 10;
THENCE NORTH 89°02'11" EAST, ALONG SAID NORTH LINE, A DISTANCE OF 898.86 FEET TO THE POINT OF BEGINNING.

THE ABOVE DESCRIBED PARCEL OF LAND CONTAINS 15.994 ACRES, MORE OR LESS.



**SUBDIVISION IMPROVEMENT SURETY AGREEMENT
AS TO WESCHESTER PHASE II**

This agreement is entered into this ___ day of _____, 2006 between City of Gainesville, by and through its City Commission, hereinafter referred to as "City", W.G. Johnson & Sons, Inc., hereinafter referred to as "Contractor," Weschester, LLC, a Florida limited liability company, hereinafter referred to as "Developer" and Wachovia Bank, National Association, hereinafter referred to as "Lender".

WHEREAS, the applicable ordinances of the City of Gainesville and Florida Statutes require that assurances be given before a subdivision is platted and that the proposed improvements will be completed within a reasonable time to the standards required by the City Engineer for acceptance and maintenance by the City after completion; and

WHEREAS, W.G. Johnson & Sons, Inc. hereinafter called the Contractor has agreed to a contract price of \$727,846.00 to install the streets, necessary drainage and utilities and other improvements required under applicable law in the Weschester, Phase II subdivision. These funds are included in the loan made by the Lender to the Developer; and,

WHEREAS, Causseaux & Ellington, Inc., a Florida Professional Surveyor and Mapper has agreed to a total contract price of \$3,750.00 to install the permanent control points and lot corners under applicable law in the Weschester, Phase II subdivision. These funds are included in the loan made by the Lender to the Developer; and,

WHEREAS, the City has reviewed the subdivision capital improvements construction contract or cost estimate, the contract or estimate with the surveyor, and has established the sum that is sufficient for the construction of the improvements and the installation of the required survey control point; and

WHEREAS, Wachovia Bank, National Association, hereinafter called the Lender has made a loan to Weschester LLC, a Florida limited liability company, hereinafter called the Developer, which includes funds for the construction of subdivision improvements in a subdivision to be known as Weschester, Phase II in Gainesville, Florida; and,

NOW THEREFORE, in consideration of the mutual promises and covenants contained herein, the parties hereto do mutually agree as follows:

1. **Term.** This agreement is effective on the date entered above and shall remain in effect until the improvements are constructed and released and accepted by the City or a substitute surety agreement is signed by the City, the Developer, and the Lender.

2. **Capital Improvements Fund.** The Capital Improvements Fund shall consist of sufficient monies to pay for 120% of the cost of construction. All parties agree that the sum of \$877,915.20 is sufficient to meet this criteria and to complete this project, as identified in plans prepared by Causseaux and Ellington and approved by the City Public Works Department. The cost of construction must be indicated in an executed, itemized contract verified by a private engineer acting for the Developer as identified in paragraph 6 below or in a professional engineer's signed and sealed estimate. In no event shall the funds provided for the construction be less than 120% of the sum of the contracts for construction and surveying. In any event, the amount of the fund is subject to the approval of the City Engineer. This fund is irrevocably set aside for construction of the required subdivision improvements and may not be used for any other purpose until such improvements are in place and accepted by the City, or, if required, a substitute surety agreement provided for in paragraph 7 below is signed by the City and the Developer.

3. **Developer's Responsibilities.** The Developer is solely responsible for the construction of the subdivision improvements in accordance with the design documents prepared by a professional engineer employed by the Developer. The developer agrees to ensure that the improvements are completed within the time specified in paragraph 9. In addition, the Developer agrees to the following:

a. Should the Contractor not construct the improvements provided for under this contract, the Developer agrees to retain another contractor within 30 days of the original Contractor's default for the purpose of constructing the improvements. The Developer further agrees to obtain the consent of the Lender and the City as to the selection of the replacement contractor.

b. Should the Developer not proceed to contract with another contractor within 30 days of the default of the original Contractor, the Lender or the City shall be entitled to construct the improvements to meet the City's requirements. The Developer further agrees that the Lender

or the City shall be entitled to use the remaining funds in the Capital Improvements Fund, identified in this agreement, for the purpose of the construction of the improvements. Further, the Developer agrees that all monies provided for the construction of the improvements will be secured by the lien of the mortgage provided by the Developer to the Lender.

c. The Developer shall retain the services of a Florida Professional Surveyor and Mapper to monument all lot corners and to establish permanent control points in the centerline of all streets once the improvements have been completed as required by Chapter 177 of the Florida Statutes. The Developer shall require the Surveyor retained to provide this service to provide the City a certification that the Surveyor has placed the above-described corners and the last date of placement.

4. **Contractor's Responsibilities.** The Contractor agrees to construct the subdivision improvements in a reasonably diligent manner to ensure completion of all the improvements within the time specified in paragraph 9.

5. **City's Responsibilities.** The City agrees to fulfill all its responsibilities as required by the provisions of the City of Gainesville Subdivision Ordinance.

6. **Lender's Responsibilities.** The Lender agrees that the disbursement of funds during the course of construction from the Capital Improvements Fund shall be made only upon certification by both a private Professional Engineer acting for the Developer and approval of said certification by the City Engineer. The certification shall describe the value of work completed as of the date of the certification based upon a schedule of values provided by the Contractor. Upon certification, the Lender shall provide to the Developer for disbursement to the contractor the sum so certified but will retain for each progress payment a 10% retainage to be paid to the Developer only upon final acceptance or release of the subdivision improvements by the City.

7. **Substitute Surety Agreement.** If upon completion of the project, at the preliminary inspection, it is determined that certain subdivision improvements are not functioning properly; even though the improvements were constructed in accordance with the construction plans and specifications and the design provided by the Developer's Engineer and that corrective action must be taken prior to the City accepting the improvements; the Developer shall, within 45 days, enter into a substitute surety agreement to provide for the corrections to the

subdivision improvements. The substitute surety agreement shall provide a fund in the amount of at least 120% of the estimated cost of redesign, repair, rework, and/or replacement of the deficient improvements. Upon acceptance of the substitute surety agreement, the Contractor shall be paid for all constructed work to date and shall also be paid the 10% retainage at the end of the City's inspection period. The substitute surety agreement shall remain in affect until the date the City accepts the corrected improvements to the subdivision. The Developer acknowledges that this Subdivision Improvement Surety Agreement does not take the place of such maintenance bond as the City requires by the Code of Ordinances.

8. **Warranties.** The developer warrants the subdivision improvements against all defects in materials and construction workmanship and also against design defects. The Contractor warrants the construction of the improvements for a period of one full year from the date of preliminary inspection against all defects in materials and construction workmanship.

9. **Time for Completion of Improvements.** The Developer and the Contractor agree to proceed with the construction of these improvements in a reasonably diligent manner to assure completion within 365 days from recording the plat. If in the judgment of the City Engineer, the progress of construction is falling behind schedule, he may so advise the Developer who shall then be bound to take corrective measures. The Lender shall likewise be advised and shall thereupon withhold further disbursements of progress payment until a resolution of the problem acceptable to the City Engineer may be obtained.

10. **Notice.** Except as otherwise provided in this agreement, any notice, request, or approval, from either party to the other party must be in writing and sent by certified mail, return receipt requested, or by personal delivery. Such notice will be deemed to have been received when either deposited in a United States Postal Service mailbox or personally delivered with a signed proof of delivery. For purposes of notice, Contractor's and City representative are:

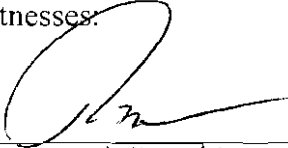
City:	City of Gainesville	Developer:	Weschester, LLC P.O. Box 7779 Jacksonville, FL 32238
Contractor:	W.G. Johnson & Son, Inc. 2430 NW 73 rd Place Gainesville, FL 32653	Lender:	Wachovia Bank, National Association 225 Water Street, Third Floor FL0061 Jacksonville, FL 32202

A copy of any notice, request or approval to the City must also be sent to:

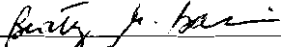
11. **Assignment of Interest**. Neither party will assign or transfer any interest in this agreement without prior written consent of the other party.
12. **Successors and Assigns**. The City and Contractor each bind the other and their respective successors and assigns in all respects to all of the terms, conditions, covenants, and provisions of this agreement.
13. **Independent Contractor**. In the performance of this agreement, the Lender, Developer, and Contractor are acting in the capacity of independent contractors and not as agents, employees, partners, joint venturers, or associates of the City.
14. **Third Party Beneficiaries**. This agreement does not create any relationship with, or any rights in favor of, any third party.
15. **Severability**. If any provision of this agreement is declared void by a court of law, all other provisions will remain in full force and effect.
16. **Non Waiver**. The failure of any party to exercise any right in this agreement will not waive such right in the event of any further default or non compliance.
17. **Governing Law and Venue**. This agreement is governed in accordance with the laws of the State of Florida. Venue is in Alachua City.
18. **Amendments**. The parties may amend this agreement only by mutual written agreement of the parties.
19. **Construction**. This agreement shall not be construed more strictly against one party than against the other merely by virtue of the fact that it may have been prepared by one of the parties. It is recognized that both parties have substantially contributed to the preparation of this agreement.
20. **Entire Agreement**. This agreement constitutes the entire agreement and supercedes all prior written or oral agreements, understandings, or representations.

This agreement executed at Gainesville, Florida, this _____ day of _____, 2006.

Witnesses:

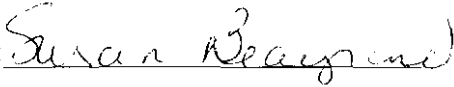


Ronald K. Call

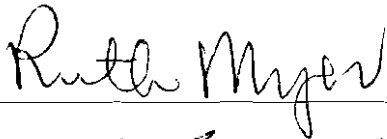


As to Lender BEATRIZ E. BACANI

WACHOVIA BANK

By: 

W.G. JOHNSON & SON, INC.

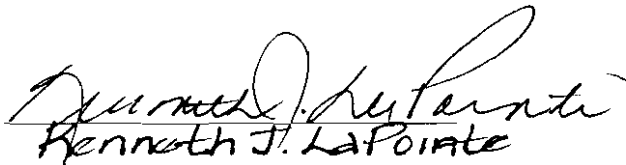


By: 

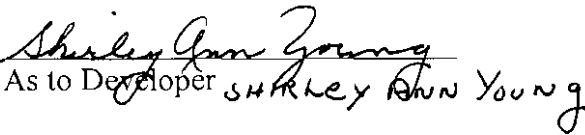


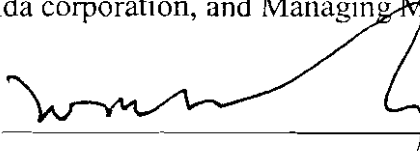
As to Contractor

WESCHESTER, LLC a Florida Limited Liability Company



By: TWT Development Corporation, a Florida corporation, and Managing Member


As to Developer SHIRLEY ANN YOUNG

By: 

ATTEST:

CITY OF GAINESVILLE

By: _____
Clerk of Commission

By: _____
Mayor

February 10, 2006

John Vielleux, PE
Public Works Department
City of Gainesville
P.O. Box 490, MS 58
Gainesville, Florida 32602

RE: Weschester Phase II
Gainesville, Florida

Dear John:

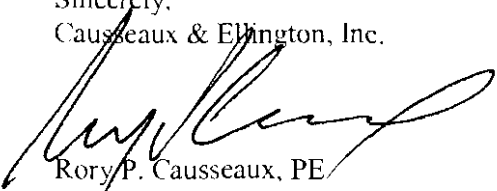
We hereby certify that the remaining cost of construction for the infrastructure improvements as illustrated on the platted area for Weschester Phase II as prepared by this office is \$731,596.00. An itemized breakdown of this cost is as follows:

- Weschester Phase II subdivision improvements \$ 978,575.00
(copy of contract attached)
 - Construction completed to date, less 10% retained \$ - 250,729.00
 - Costs to set plat monumentation (copy of letter \$ + 3,750.00
from surveyor attached)
- Total Remaining: \$ 731,596.00

Therefore, the amount of the Capital Improvements Fund should be \$877,915.20 (120% x \$731,596.00).

Please call should you have any questions.

Sincerely,
Causseaux & Ellington, Inc.


Rory P. Causseaux, PE
President

cc: Ken LaPointe

G:\JOBS\2005\05-0144\Certification of construction cost Ph 2.doc

February 3, 2006

James Watson
TWT Development Corporation
P.O. Box 7779
Jacksonville, Florida 32238

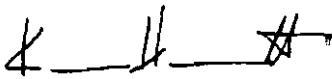
RE: Estimate to set lot corners and subdivision Permanent Control Points (PCP's) for
"Weschester, Phase II"

Dear Ken:

The City of Gainesville LDR require that a signed and sealed estimate be submitted for the cost to install all of the survey points required by Chapter 177 of the Florida Statutes. This letter is being provided to fulfill the requirement. The lump sum cost to install the necessary corners will be **\$3,750.00**.

If you have any questions concerning this matter, or if I can be any further assistance, please do not hesitate to call.

Sincerely,
Causseaux & Ellington, Inc.

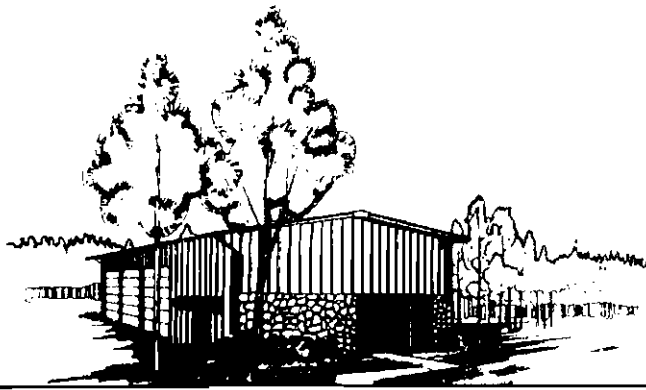


Kevin W. Hewett, P.L.S.
Vice-President

By my signature and seal below, I certify that this letter accurately represents the total cost to bring "Weschester, Phase II" plat to conformity with Chapter 177 of the Florida Statutes.



Kevin W. Hewett, P.L.S.
Florida Registration No. 6093



W.G. Johnson and Son, Inc.

Heavy Equipment and Utility Contractors

2430 N.W. 73 Place • Gainesville, Florida 32653-1299

February 2, 2006

City of Gainesville
P.O. Box 490
Gainesville, FL 32602

Re: Weschester I, II, III

TO WHOM IT MAY CONCERN:

WESCHESTER PHASE I

Contract Amount:	\$5,115,275.00
Amount Paid:	464,290.00
Balance	4,650,985.00

WESCHESTER PHASE II

Contract Amount:	\$978,575.00
Amount Paid:	250,729.00
Balance	727,846.00

WESCHESTER PHASE III

Contract Amount:	\$1,224,284.00
Amount Paid:	528,054.00
Balance	696,230.00

Sincerely,

Dora Lee Bryan
Office Manager

dlb

"We Dig Gainesville-Alachua County"

(352) 376-6219 • DUNS No. 04-304-1136 • Fax (352) 377-6219

CHANGE ORDER

OWNER	<input checked="" type="checkbox"/>
ARCHITECT	<input type="checkbox"/>
CONTRACTOR	<input checked="" type="checkbox"/>
FIELD	<input type="checkbox"/>
OTHER	<input type="checkbox"/>

AIA DOCUMENT G701

PROJECT: Weschester	CHANGE ORDER NUMBER: 1
	DATE: 21-Sep-05
	ARCHITECT'S PROJECT NO.:
TO CONTRACTOR: W.G. Johnson and Son, Inc.	CONTRACT DATE: 8-Sep-05
2430 NW 73 PL	CONTRACT FOR:
Gainesville, FL 32653	

The Contract is changed as follows:

Much of the sidewalk shown on the plans will not be constructed with this phase of development. This is only an estimate based on what's in front of the lots. 71,000 SF sidewalk @ \$3.25 / LF = \$230,750.00

APPROVED: _____
Construction Management

Not valid until signed by the Owner, Architect and Contractor.

The original (Contract Sum) (Guaranteed maximum Price) was	\$7,495,458.17
Net change by previously authorized Change orders	\$0.00
The (Contract Sum) (Guaranteed maximum Price) prior to this Change order was	\$7,495,458.17
The (Contract Sum) (Guaranteed maximum price) will be (increased) (decreased) (unchanged) by this Change Order in the amount of	(\$230,750.00)
The new (Contract Sum) (Guaranteed maximum Price) including this Change order will be	\$7,264,708.17

The Contract Time will be (increased) decreased) (unchanged) by

The date of Substantial Completion as of the date of this Change Order therefore is

NOTE: This summary does not reflect changes in the Contract Sum, Contract Time or Guaranteed Maximum Price which have been authorized by Construction Change Directive.

_____ ARCHITECT	W.G. Johnson and Son, Inc. _____ CONTRACTOR	_____ OWNER
_____ Address	2430 NW 73 PL _____ Address	_____ Address
_____ BY	Gainesville, FL 32653 _____ BY	_____ BY
_____ DATE	_____ DATE	_____ DATE

**CHANGE
ORDER**

OWNER	<input checked="" type="checkbox"/>
ARCHITECT	<input type="checkbox"/>
CONTRACTOR	<input checked="" type="checkbox"/>
FIELD	<input type="checkbox"/>
OTHER	<input type="checkbox"/>

AIA DOCUMENT G701

PROJECT: Weschester	CHANGE ORDER NUMBER: 2
	DATE: 21-Sep-05
	ARCHITECT'S PROJECT NO.:
TO CONTRACTOR: W.G. Johnson and Son, Inc.	CONTRACT DATE: 8-Sep-05
2430 NW 73 PL	CONTRACT FOR:
Gainesville, FL 32653	

The Contract is changed as follows:

Clearing and Grubbing Phase 3 Lots and Fill lots to elevation 188 per our previous proposal.

Lump Sum: \$53425.5

APPROVED: _____
 Construction Management

Not valid until signed by the Owner, Architect and Contractor.

The original (Contract Sum) (Guaranteed maximum Price) was	<u>\$7,495,458.17</u>
Net change by previously authorized Change orders	<u>(\$230,750.00)</u>
The (Contract Sum) (Guaranteed maximum Price) prior to this Change order was	<u>\$7,264,708.17</u>
The (Contract Sum) (Guaranteed maximum price) will be (increased) (decreased) (unchanged) by this Change Order in the amount of	<u>\$53,425.50</u>
The new (Contract Sum) (Guaranteed maximum Price) including this Change order will be	<u>\$7,318,133.67</u>

The Contract Time will be (increased) decreased) (unchanged) by _____

The date of Substantial Completion as of the date of this Change Order therefore is _____

NOTE: This summary does not reflect changes in the Contract Sum, Contract Time or Guaranteed Maximum Price which have been authorized by Construction Change Directive.

_____	W.G. Johnson and Son, Inc.	_____
ARCHITECT	CONTRACTOR	OWNER
_____	2430 NW 73 PL	_____
Address	Address	Address
_____	Gainesville, FL 32653	_____
BY	BY	BY
_____	_____	_____
DATE	DATE	DATE
_____	_____	_____



AIA Document A101

Standard Form of Agreement Between Owner and Contractor

where the basis of payment is a

STIPULATED SUM

1987 EDITION

THIS DOCUMENT HAS IMPORTANT LEGAL CONSEQUENCES; CONSULTATION WITH AN ATTORNEY IS ENCOURAGED WITH RESPECT TO ITS COMPLETION OR MODIFICATION

The 1987 Edition of AIA Document A201, General Conditions of the Contract for Construction, is adopted in this document by reference. Do not use with other general conditions unless this document is modified.

This document has been approved and endorsed by The Associated General Contractors of America.

AGREEMENT

made as of the 8th day of September in the year of 2005.

BETWEEN the Owner: WESCHESTER LLC
(Name and address) 6215 WILSON BLVD.
JACKSONVILLE, FL 32210

and the Contractor: W G JOHNSON AND SON, INC.
(Name and address) 2430 NW 73rd PLACE
GAINESVILLE, FL 32653

The Project is: WESCHESTER, PHASES 1, 2, 3
(Name and location) NW 43rd Street
Gainesville, Fl

The Architect is: NA
(Name and address)

The Owner and Contractor agree as set forth below.

Copyright 1915, 1918, 1925, 1937, 1951, 1958, 1961, 1963, 1967, 1974, 1977, ©1987 by The American Institute of Architects, 1735 New York Avenue, N.W., Washington, D.C. 20006. Reproduction of the material herein or substantial quotation of its provisions without written permission of the AIA violates the copyright laws of the United States and will be subject to legal prosecution.

ARTICLE 1
THE CONTRACT DOCUMENTS

The Contract Documents consist of this Agreement, Conditions of the Contract (General, Supplementary and other Conditions), Drawings, Specifications, addenda issued prior to execution of this Agreement, other documents listed in this Agreement and Modifications issued after execution of this Agreement; these form the Contract, and are as fully a part of the Contract as if attached to this Agreement or repeated herein. The Contract represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations or agreements, either written or oral. An enumeration of the Contract Documents, other than Modifications, appears in Article 9.

ARTICLE 2
THE WORK OF THIS CONTRACT

The Contractor shall execute the entire Work described in the Contract Documents, except to the extent specifically indicated in the Contract Documents to be the responsibility of others, or as follows:

PAVING AND DRAINAGE

WASTEWATER COLLECTION SYSTEM

WATER DISTRIBUTION SYSTEM

ELECTRIC CONDUIT

ARTICLE 3
DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION

3.1 The date of commencement is the date from which the Contract Time of Paragraph 3.2 is measured, and shall be the date of this Agreement, as first written above, unless a different date is stated below or provision is made for the date to be fixed in a notice to proceed issued by the Owner.

(Insert the date of commencement, if it differs from the date of this Agreement or, if applicable, state that the date will be fixed in a notice to proceed.)

Unless the date of commencement is established by a notice to proceed issued by the Owner, the Contractor shall notify the Owner in writing not less than five days before commencing the Work to permit the timely filing of mortgages, mechanic's liens and other security interests.

3.2 The Contractor shall achieve Substantial Completion of the entire Work not later than

(Insert the calendar date or number of calendar days after the date of commencement. Also insert any requirements for earlier Substantial Completion of certain portions of the Work, if not stated elsewhere in the Contract Documents.)

, subject to adjustments of this Contract Time as provided in the Contract Documents.

(Insert provisions, if any, for liquidated damages relating to failure to complete on time.)

ARTICLE 4
CONTRACT SUM

4.1 The Owner shall pay the Contractor in current funds for the Contractor's performance of the Contract the Contract Sum of Seven million, four hundred ninety-five thousand, four hundred fifty eight and 17/100 Dollars (\$ 7,495,458.17), subject to additions and deductions as provided in the Contract Documents.

4.2 The Contract Sum is based upon the following alternates, if any, which are described in the Contract Documents and are hereby accepted by the Owner:

(State the numbers or other identification of accepted alternates. If decisions on other alternates are to be made by the Owner subsequent to the execution of this Agreement, attach a schedule of such other alternates showing the amount for each and the date until which that amount is valid.)

NA

4.3 Unit prices, if any, are as follows:

SEE ATTACHED SCHEDULE "A"

ARTICLE 5
PROGRESS PAYMENTS

5.1 Based upon Applications for Payment submitted to the Architect by the Contractor and Certificates for Payment issued by the Architect, the Owner shall make progress payments on account of the Contract Sum to the Contractor as provided below and elsewhere in the Contract Documents.

5.2 The period covered by each Application for Payment shall be one calendar month ending on the last day of the month, or as follows:

APPLICATION FOR PAYMENT SHALL BE SUBMITTED MONTHLY.

5.3 Provided an Application for Payment is received by the Architect not later than the 20th day of a month, the Owner shall make payment to the Contractor not later than the 10th day of the following month. If an Application for Payment is received by the Architect after the application date fixed above, payment shall be made by the Owner not later than _____ days after the Architect receives the Application for Payment.

5.4 Each Application for Payment shall be based upon the schedule of values submitted by the Contractor in accordance with the Contract Documents. The schedule of values shall allocate the entire Contract Sum among the various portions of the Work and be prepared in such form and supported by such data to substantiate its accuracy as the Architect may require. This schedule, unless objected to by the Architect, shall be used as a basis for reviewing the Contractor's Applications for Payment.

5.5 Applications for Payment shall indicate the percentage of completion of each portion of the Work as of the end of the period covered by the Application for Payment.

5.6 Subject to the provisions of the Contract Documents, the amount of each progress payment shall be computed as follows:

5.6.1 Take that portion of the Contract Sum properly allocable to completed Work as determined by multiplying the percentage completion of each portion of the Work by the share of the total Contract Sum allocated to that portion of the Work in the schedule of values, less retainage of _____ percent (_____%). Pending final determination of cost to the Owner, amounts not in the dispute may be included as provided in Subparagraph 7.3.7 of the General Conditions even though the Contract Sum has not yet been adjusted by Change Order.

5.6.2 Add that portion of the Contract Sum properly allocable to materials and equipment delivered and suitably stored at the site for subsequent incorporation in the completed construction (or, if approved in advance by the Owner, suitably stored off the site at a location agreed upon in writing), less retainage of _____ percent (_____%);

5.6.3 Subtract the aggregate of previous payments made by the Owner; and

5.6.4 Subtract amounts, if any, for which the Architect has withheld or nullified a Certificate for Payment as provided in Paragraph 9.5 of the General Conditions.

5.7 The progress payment amount determined in accordance with Paragraph 5.6 shall be further modified under the following circumstances:

5.7.1 Add, upon Substantial Completion of the Work, a sum sufficient to increase the total payments to _____ percent (_____%) of the Contract Sum, less such amounts as the Architect shall determine for incomplete Work and unsettled claims; and

5.7.2 Add, if final completion of the Work is thereafter materially delayed through no fault of the Contractor, any additional amounts payable in accordance with Subparagraph 9.10.3 of the General Conditions.

5.8 Reduction or limitation of retainage, if any, shall be as follows.

(If it is intended, prior to Substantial Completion of the entire Work, to reduce or limit the retainage resulting from the percentages inserted in Subparagraphs 5.6.1 and 5.6.2 above, and this is not explained elsewhere in the Contract Documents, insert here provisions for such reduction or limitation.)

ARTICLE 6
FINAL PAYMENT

Final payment, constituting the entire unpaid balance of the Contract Sum, shall be made by the Owner to the Contractor when (1) the Contract has been fully performed by the Contractor except for the Contractor's responsibility to correct nonconforming Work as provided in Subparagraph 12.2.2 of the General Conditions and to satisfy other requirements, if any, which necessarily survive final payment; and (2) a final Certificate for Payment has been issued by the Architect; such final payment shall be made by the Owner not more than 30 days after the issuance of the Architect's final Certificate for Payment, or as follows:

FINAL PAYMENT SHALL BE MADE UPON ACCEPTANCE OF THE CITY OF GAINESVILLE.

ARTICLE 7
MISCELLANEOUS PROVISIONS

7.1 Where reference is made in this Agreement to a provision of the General Conditions or another Contract Document, the reference refers to that provision as amended or supplemented by other provisions of the Contract Documents.

7.2 Payments due and unpaid under the Contract shall bear interest from the date payment is due at the rate stated below, or in the absence thereof, at the legal rate prevailing from time to time at the place where the Project is located:

(Insert rate of interest agreed upon, if any.)

(Cure laws and requirements under the Federal Truth in Lending Act, similar state and local consumer credit laws and other regulations at the Owner's and Contractor's principal places of business, the location of the Project and elsewhere may affect the validity of this provision. Legal advice should be obtained with respect to deletions or modifications, and also regarding requirements such as written disclosures or waivers.)

7.3 Other provisions:

THE WORD "ENGINEER" IS TO BE SUBSTITUTED FOR THE WORD "ARCHITECT" WHEREVER IT APPEARS IN THE CONTRACT.

ARTICLE 8
TERMINATION OR SUSPENSION

8.1 The Contract may be terminated by the Owner or the Contractor as provided in Article 14 of the General Conditions.

8.2 The Work may be suspended by the Owner as provided in Article 14 of the General Conditions.

ARTICLE 9
ENUMERATION OF CONTRACT DOCUMENTS

9.1 The Contract Documents, except for Modifications issued after execution of this Agreement, are enumerated as follows:

9.1.1 The Agreement is this executed Standard Form of Agreement Between Owner and Contractor, AIA Document A101, 1987 Edition.

9.1.2 The General Conditions are the General Conditions of the Contract for Construction, AIA Document A201, 1987 Edition.

9.1.3 The Supplementary and other Conditions of the Contract are those contained in the Project Manual dated _____, and are as follows:

Document	Title	Pages
----------	-------	-------

NA

9.1.4 The Specifications are those contained in the Project Manual dated as in Subparagraph 9.1.3, and are as follows:

(Either list the specifications here or refer to an exhibit attached to this Agreement.)

Section	Title	Pages
---------	-------	-------

NA

9.1.5 The Drawings are as follows, and are dated 10/21/2004

unless a different date is shown below.

(Either list the Drawings here or refer to an exhibit attached to this Agreement.)

Number	Title	Date
--------	-------	------

PRELIMINARY PLANS DRAWN BY CAUSSEAU AND ELLINGTON, INC.

9.1.6 The addenda, if any, are as follows:

Number	Date	Pages
--------	------	-------

NA

Portions of addenda relating to bidding requirements are not part of the Contract Documents unless the bidding requirements are also enumerated in this Article 9.

9.1.7 Other documents, if any, forming part of the Contract Documents are as follows:

(List here any additional documents which are intended to form part of the Contract Documents. The General Conditions provide that bidding requirements such as advertisement or invitation to bid, Instructions to Bidders, sample forms and the Contractor's bid are not part of the Contract Documents unless enumerated in this Agreement. They should be listed here only if intended to be part of the Contract Documents.)

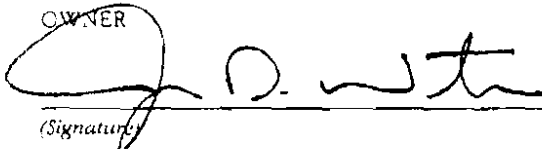
SEE ATTACHED SCHEDULE "A"

AIA DOCUMENT G702

AIA DOCUMENT G703

This Agreement is entered into as of the day and year first written above and is executed in at least three original copies of which one is to be delivered to the Contractor, one to the Architect for use in the administration of the Contract, and the remainder to the Owner.

OWNER

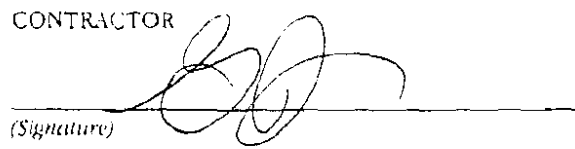


(Signature)

JAMES D. WATSON, PARTNER

(Printed name and title)

CONTRACTOR



(Signature)

GLENN JOHNSON, PRESIDENT

(Printed name and title)



CAUTION: You should sign an original AIA document which has this caution printed in red. An original assures that changes will not be obscured as may occur when documents are reproduced.

Weschester

Bid Proposal by W.G. Johnson and Son, Inc.

Phase 1 estimate based on 8/4/05 preliminary plans
Phase 2 and 3 based on plans stamped by City of Gainesville 5/3/05

Paving and Drainage	\$	4,103,902.02
43rd Street Improvements	\$	290,462.75
Sanitary Sewer	\$	441,896.50
Water Distribution System	\$	334,763.60
Electric (Plans Pending)	\$	175,000.00
Phase 2	\$	948,770.05
Phase 3	\$	1,120,868.25
Phase 2 Electric	\$	29,805.00
Phase 3 Electric	\$	49,990.00
	\$	7,495,458.17

Includes: Dewatering (\$250,000), Unsuitable materials (\$600,000)

Asphalt price subject to change. Will charge fair market price at the time of paving.

All electric prices subject to change with the release of official GRU plans
Current electric prices based on preliminary plans

Does not include any permits, impact fees, etc.

30	J-7T Manhole 6x4 (6'-8')	1	Ea	\$ 3,200.00	\$ 3,200.00
31	J-7T Manhole 6x4 (8'-10')	1	Ea	\$ 3,300.00	\$ 3,300.00
32	J-7T Manhole 6x6 (8'-10')	1	Ea	\$ 3,800.00	\$ 3,800.00
33	J7T Manhole 72" (8'-10')	2	Ea	\$ 3,100.00	\$ 6,200.00
34	Type E Box outfall control structure	3	Ea	\$ 3,200.00	\$ 9,600.00
35	Type C Box outfall control structure	1	Ea	\$ 2,650.00	\$ 2,650.00
36	Type P Bottom for future	4	Ea	\$ 1,450.00	\$ 5,800.00
37	P-5 Curb Inlets (0'-6')	18	Ea	\$ 2,250.00	\$ 40,500.00
38	P-5 Curb Inlets (6'-8')	2	Ea	\$ 2,450.00	\$ 4,900.00
39	P-5 Curb Inlets 72" (6'-8')	3	Ea	\$ 3,375.00	\$ 10,125.00
40	P-5 Curb Inlets 60" (6'-8')	1	Ea	\$ 2,800.00	\$ 2,800.00
41	P-5 Curb Inlets (8'-10')	2	Ea	\$ 2,550.00	\$ 5,100.00
42	P-5 Curb Inlets 72" (8'-10')	2	Ea	\$ 3,550.00	\$ 7,100.00
43	P-6 Curb Inlets (0'-6')	45	Ea	\$ 2,600.00	\$ 117,000.00
44	P-6 Curb Inlets 60" (0'-6')	1	Ea	\$ 2,900.00	\$ 2,900.00
45	P-6 Curb Inlets 60" (6'-8')	4	Ea	\$ 3,075.00	\$ 12,300.00
46	P-6 Curb Inlets (6'-8')	4	Ea	\$ 2,775.00	\$ 11,100.00
47	P-6 Curb Inlets 72" (8'-10')	1	Ea	\$ 3,825.00	\$ 3,825.00
48	P-6 Curb Inlets 60" (8'-10')	1	Ea	\$ 3,200.00	\$ 3,200.00
49	Roadway Cut	36,017	CY	\$ 2.50	\$ 90,042.50
50	Roadway Fill	15,468	CY	\$ 2.25	\$ 34,803.00
51	Lot Fill	51,947	CY	\$ 2.25	\$ 116,880.75
52	Fine Grading	65,446	SY	\$ 0.45	\$ 29,450.70
53	Easements, Stabilized surfaces, temp roads	1	LS	\$ 14,000.00	\$ 14,000.00
54	12" Stabilized Subgrade LBR 30	43,576	SY	\$ 1.95	\$ 84,973.20
55	6" Limerock Base	36,134	SY	\$ 6.00	\$ 216,804.00
56	1-1/4" Type S-III Asphalt **	36,134	SY	\$ 4.50	\$ 162,603.00
57	Curb	24,928	LF	\$ 9.00	\$ 224,352.00
58	Handicap Ramps (bricks, new ADA ramps)	49	Ea	\$ 850.00	\$ 41,650.00
59	4" Concrete Sidewalk (all but 43rd ST)	117,700	SF	\$ 3.25	\$ 382,525.00
60	Speed Tables	3	Ea	\$ 1,500.00	\$ 4,500.00
61	Striping, signage, pavement markings	1	LS	\$ 10,000.00	\$ 10,000.00
62	Testing	1	LS	\$ 15,000.00	\$ 15,000.00
63	Surveying	1	LS	\$ 85,000.00	\$ 85,000.00
64	Underdrain	22,000	LF	\$ 10.50	\$ 231,000.00
65	Clay and Fill	1	LS	\$ 300,000.00	\$ 300,000.00

Weschester Phase 1

W.G. Johnson and Son, Inc.

Preliminary Paving and Drainage (revised)

Item	Item Description	QTY	Unit	Unit Price	Amount
1	Temporary Construction Entrance	1	LS	\$ 4,500.00	\$ 4,500.00
2	Tree Barricades	2,800	LF	\$ 2.50	\$ 7,000.00
3	Silt Fence	14,450	LF	\$ 3.50	\$ 50,575.00
4	Dewatering	1	LS	\$ 100,000.00	\$ 100,000.00
5	Erosion Control	1	LS	\$ 15,000.00	\$ 15,000.00
6	Clearing and Grubbing	76	Ac	\$ 3,000.00	\$ 228,000.00
7	Basin Excavation	185,296	CY	\$ 2.50	\$ 463,240.00
8	Basin Fill	9,846	CY	\$ 2.25	\$ 22,153.50
9	Sod Basin Slopes	65,446	SY	\$ 2.50	\$ 163,615.00
10	Seed and Mulch	192,268	SY	\$ 0.50	\$ 96,134.00
11	15" RCP	1,477	LF	\$ 19.50	\$ 28,801.50
12	18" RCP	2,283	LF	\$ 23.00	\$ 52,509.00
13	24" RCP	2,654	LF	\$ 31.00	\$ 82,274.00
14	30" RCP	424	LF	\$ 42.00	\$ 17,808.00
15	36" RCP	2,019	LF	\$ 55.00	\$ 111,045.00
16	42" RCP	248	LF	\$ 69.61	\$ 17,263.28
17	48" RCP	1,133	LF	\$ 89.48	\$ 101,380.84
18	15" MES	4	Ea	\$ 850.00	\$ 3,400.00
19	18" MES	1	Ea	\$ 1,000.00	\$ 1,000.00
20	24" MES	5	Ea	\$ 1,200.00	\$ 6,000.00
21	36" FES	2	Ea	\$ 1,500.00	\$ 3,000.00
22	48" FES	2	Ea	\$ 2,600.00	\$ 5,200.00
23	Type E DBI (6'-8')	2	Ea	\$ 2,600.00	\$ 5,200.00
24	Type E DBI (8'-10')	2	Ea	\$ 2,850.00	\$ 5,700.00
25	Type G DBI (8'-10')	2	Ea	\$ 3,850.00	\$ 7,700.00
26	Type E DBI (10'-12')	2	Ea	\$ 3,100.00	\$ 6,200.00
27	J-7T Manhole 60" (0'-6')	4	Ea	\$ 2,000.00	\$ 8,000.00
28	J-7T Manhole 72" (6'-8')	2	Ea	\$ 2,600.00	\$ 5,200.00
29	J-7T Manhole 60" (6'-8')	4	Ea	\$ 2,200.00	\$ 8,800.00

66	Clearing and Grubbing for lots 186-204	4.60	Ac	\$ 3,000.00	\$ 13,800.00
67	Clearing and Grubbing for lots 21-39	3.44	Ac	\$ 3,000.00	\$ 10,320.00
68	Clearing and Grubbing for lots 58-75	2.40	Ac	\$ 3,000.00	\$ 7,200.00
69	Clearing and Grubbing for lots 40-57	2.40	AC	\$ 3,000.00	\$ 7,200.00
70	Clean Fill for Lots 186-204 (2.14' average)	11,203	CY	\$ 2.25	\$ 25,206.75
71	Clean Fill for Lots 21-39 (1.81' average)	13,109	CY	\$ 2.25	\$ 29,495.25
72	Clean Fill for Lots 58-75 (1.07' average)	5,430	CY	\$ 2.25	\$ 12,217.50
73	Clean Fill for Lots 40-57 (1.48' average)	7,511	CY	\$ 2.25	\$ 16,899.75
74	Spread, Tamp and Density Testing Phase 3	37,253	CY	\$ 1.50	\$ 55,879.50

** Asphalt price subject to increase w/ market conditions

\$ 4,103,902.02

* Sidewalk represents all sidewalk. - Note only sidewalk in front of common areas must be built initially followed by sidewalk in front of each lot w/ the individual home site.

Excludes: Gas, CATV, TE, and Landscaping

Clearing and Lot Fill is included in these quantities for lots 1-90 of the old Phase I plans.

Weschester Phase 1

W.G. Johnson and Son, Inc.
43rd Street Improvements

Item	Item Description	QTY	Unit	Unit Price	Amount
1	Clearing and Grubbing for Sidewalk	1	LS	\$ 3,500.00	\$3,500.00
2	Silt Fence	230	LF	\$ 3.50	\$805.00
3	18" RCP	224	LF	\$ 23.00	\$5,152.00
4	18" MES	4	Ea	\$ 1,000.00	\$4,000.00
5	Remove existing driveway and culvert	1	LS	\$ 1,500.00	\$1,500.00
6	5' Concrete Sidewalk	21,390	SF	\$ 3.25	\$69,517.50
7	Handicap Ramps (city of G'ville specs)	2	Ea	\$ 850.00	\$1,700.00
8	Curb at entrance (hand poured)	100	LF	\$ 9.50	\$950.00
9	Roadway Cut	298	CY	\$ 2.50	\$745.00
10	Roadway Fill	1,853	CY	\$ 2.25	\$4,169.25
11	Traffic Control	1	LS	\$ 30,000.00	\$30,000.00
12	Milling	8,900	SY	\$ 2.50	\$22,250.00
13	12" Subgrade LBR 40	2,524	SY	\$ 2.00	\$5,048.00
14	10" Limerock Base	2,495	SY	\$ 10.00	\$24,950.00
15	2" S-1 Asphalt **	2,400	SY	\$ 8.00	\$19,200.00
16	Overlay 43rd 1" **	8,143	SY	\$ 4.50	\$36,643.50
17	Striping 43rd	1	LS	\$ 20,000.00	\$20,000.00
18	Sod disturbed areas	13,333	SY	\$ 2.50	\$33,332.50
19	Final Grading and Cleanup	1	LS	\$ 2,500.00	\$2,500.00
20	Testing	1	LS	\$ 1,500.00	\$1,500.00
21	Surveying	1	LS	\$ 3,000.00	\$3,000.00

** Ashalt price subject to increase w/ market conditions

\$290,462.75

Weschester Phase 1

Preliminary Bid Proposal by W.G. Johnson and Son, Inc.
Wastewater Collection System

Item	Item Description	QTY	Unit	Unit Price	Amount
1	8" DIP (6'-8')	16	LF	\$ 28.50	\$456.00
2	8" PVC (0'-6')	763	LF	\$ 10.00	\$7,630.00
3	8" PVC (6'-8')	1661	LF	\$ 11.00	\$18,271.00
4	8" PVC (8'-10')	1366	LF	\$ 12.00	\$16,392.00
5	8" PVC (10'-12')	1138	LF	\$ 14.50	\$16,501.00
6	8" PVC (12'-14')	1429	LF	\$ 18.50	\$26,436.50
7	8" PVC SDR 26 (14'-16')	2192	LF	\$ 28.50	\$62,472.00
8	8" PVC SDR 26 (16'-18')	490	LF	\$ 37.00	\$18,130.00
9	8" PVC SDR 26 (18'-20')	985	LF	\$ 49.00	\$48,265.00
10	Drop Manhole (10'-12')	1	Ea	\$ 2,900.00	\$2,900.00
11	Drop Manhole (14'-16')	1	Ea	\$ 3,000.00	\$3,000.00
12	Drop Manhole (16'-18')	3	Ea	\$ 3,200.00	\$9,600.00
13	Drop Manhole (18'-20')	1	Ea	\$ 3,800.00	\$3,800.00
14	Manhole (0'-6')	5	Ea	\$ 1,600.00	\$8,000.00
15	Manhole (6'-8')	6	Ea	\$ 1,700.00	\$10,200.00
16	Manhole (8'-10')	7	Ea	\$ 1,800.00	\$12,600.00
17	Manhole (10'-12')	6	Ea	\$ 2,000.00	\$12,000.00
18	Manhole (12'-14')	8	Ea	\$ 2,200.00	\$17,600.00
19	Manhole (14'-16')	3	Ea	\$ 2,800.00	\$8,400.00
20	Manhole (16'-18')	1	Ea	\$ 3,000.00	\$3,000.00
21	Manhole (18'-20')	2	Ea	\$ 3,200.00	\$6,400.00
22	Connect to existing manhole (under ex. Pavement)	1	LS	\$ 4,500.00	\$4,500.00
23	4" Cleanouts	188	Ea	\$ 75.00	\$14,100.00
24	8" x 4" PVC Wye and Bends	167	Ea	\$ 50.00	\$8,350.00
25	4" Connection to manhole	21	Ea	\$ 75.00	\$1,575.00
26	4" PVC Sanitary Sewer lateral	6580	LF	\$ 6.50	\$42,770.00
27	Clay Off		LD	\$ 80.00	\$0.00
28	Fill On		LD	\$ 117.00	\$0.00
29	Dewatering Sewerline	4879	LF	\$ 12.00	\$58,548.00

\$441,896.50

Weschester Phase 1

Preliminary Bid Proposal by W.G. Johnson and Son, Inc.
Water Distribution system (revised)

Item	Item description	Quantity	Unit	Unit Price	Amount
1	Tap Existing Water Main + Valve	2	Ea	GRU	GRU
2	Remove Blowoff and Connect to EX. WM	1	LS	\$ 250.00	\$250.00
3	Jack and Bore	225	LF	\$ 175.00	\$39,375.00
4	8" PVC Water Main	9366	LF	\$ 14.50	\$135,807.00
5	8" DIP Water Main	1737	LF	\$ 15.80	\$27,444.60
6	2" PVC Water Main	110	LF	\$ 5.00	\$550.00
7	2" PVC Service Line	2124	LF	\$ 5.00	\$10,620.00
8	3" PVC Casing	1224	LF	\$ 5.50	\$6,732.00
9	Blue Reflective Pavement Markers	15	Ea	\$ 50.00	\$750.00
10	8" Gate Valve and Box	44	Ea	\$ 650.00	\$28,600.00
11	3" Anchoring Tee	9	Ea	\$ 400.00	\$3,600.00
12	8" Anchoring Cross	3	Ea	\$ 450.00	\$1,350.00
13	8" bends w/ megalugs	26	Ea	\$ 400.00	\$10,400.00
14	8" Tap w/ 2" Plug	1	Ea	\$ 125.00	\$125.00
15	8" x 6" Anchoring Tee	15	Ea	\$ 350.00	\$5,250.00
16	3" BlowOff Assembly	12	Ea	\$ 595.00	\$7,140.00
17	2" BlowOff Assembly	1	Ea	\$ 200.00	\$200.00
18	2" Gate Valve and Box	1	Ea	\$ 220.00	\$220.00
19	8" x 2" Water Services and fittings	63	Ea	\$ 400.00	\$25,200.00
20	8" x 1" Water Services and fittings	8	Ea	\$ 350.00	\$2,800.00
21	2" x 1" Water Service and fittings	2	Ea	\$ 300.00	\$600.00
22	Fire Hydrants	15	Ea	\$ 1,850.00	\$27,750.00

\$334,763.60

Weschester Phase 2

W.G. Johnson and Son, Inc.
Paving and Drainage, Sewer and Water

Item	Item Description	Quantity	Unit	Unit Price	Amount
1	Temporary Construction Entrance	1	LS	\$ 4,500.00	\$4,500.00
2	Clearing and Grubbing	6.78	AC	\$ 3,000.00	\$20,340.00
3	Dewatering	1	LS	\$ 75,000.00	\$75,000.00
4	Basin Cut	12,390	CY	\$ 2.50	\$30,975.00
5	Basin Fill	1,950	CY	\$ 2.25	\$4,387.50
6	Roadway Cut	0	CY		\$0.00
7	Roadway Fill and Lot Fill	133,743	CY	\$ 2.25	\$300,921.75
8	Tree Barricades	2,000	LF	\$ 2.50	\$5,000.00
9	Speed Tables	3	Ea	\$ 3,500.00	\$10,500.00
10	Silt Fence	1,681	LF	\$ 3.50	\$5,883.50
11	Erosion Control	1	LS	\$ 2,500.00	\$2,500.00
12	Fine Grading	48,750	SY	\$ 0.45	\$21,937.50
13	Seed and Mulch	5,300	SY	\$ 0.50	\$2,650.00
14	Sodding	3,500	SY	\$ 2.50	\$8,750.00
15	12" Subgrade LBR 30	4,403	SY	\$ 1.95	\$8,585.85
16	6" Limerock Base	4,243	SY	\$ 6.00	\$25,458.00
17	1-1/4" Asphalt	4,084	SY	\$ 4.50	\$18,378.00
18	Concrete Sidewalk	1,045	SF	\$ 3.25	\$3,396.25
19	Type F Curb and Gutter	2,866	LF	\$ 9.00	\$25,794.00
20	Type E Inlets	3	Ea	\$ 2,525.00	\$7,575.00
21	Type E Inlets w/ 6608 Grate	1	Ea	\$ 4,250.00	\$4,250.00
22	Type P-5	2	Ea	\$ 2,225.00	\$4,450.00
23	Type P-6	4	Ea	\$ 2,150.00	\$8,600.00
24	15" RCP	81	LF	\$ 19.50	\$1,579.50
25	18" RCP	578	LF	\$ 23.00	\$13,294.00
26	14"x23" ERCP	34	LF	\$ 24.00	\$816.00
27	14" x23" Mitred Ends	2	Ea	\$ 1,350.00	\$2,700.00
28	18" Flared Ends	4	Ea	\$ 1,000.00	\$4,000.00
29	Concrete Drive & Removable Bollards	1	LS	\$ 4,500.00	\$4,500.00
30	24" Stop Bar	11	LF	\$ 7.50	\$82.50
31	Rip Rap Apron	3	Ea	\$ 1,500.00	\$4,500.00
32	Roadway Signage	4	Ea	\$ 200.00	\$800.00

33	12" Crosswalk	25	LF	\$	4.50	\$112.50
34	6" Yellow Stripe	25	LF	\$	1.50	\$37.50
35	Testing	1	LS	\$	2,500.00	\$2,500.00
36	Surveying	1	LS	\$	13,000.00	\$13,000.00
37	8" PVC Water Main	1,080	LF	\$	14.50	\$15,660.00
38	4" PVC Water Main	315	LF	\$	7.00	\$2,205.00
39	4" DIP Water Main	50	LF	\$	9.00	\$450.00
40	2" PVC Water Main	308	LF	\$	5.00	\$1,540.00
41	3" PVC casing	266	LF	\$	5.50	\$1,463.00
42	Remove Existing Blowoff & Connect 8" W	1	LS	\$	250.00	\$250.00
43	2" Blow-off assembly and sample pt.	1	Ea	\$	200.00	\$200.00
44	Blue reflective pavement marker	2	Ea	\$	50.00	\$100.00
45	8" Gate Valve and Box	2	Ea	\$	650.00	\$1,300.00
46	Fire Hydrant Assembly	2	Ea	\$	1,850.00	\$3,700.00
47	8" 11-1/4 degree bend	2	Ea	\$	400.00	\$800.00
48	8" 22-1/2 degree bend	4	Ea	\$	400.00	\$1,600.00
49	8" x 4" reducer	1	Ea	\$	300.00	\$300.00
50	4" 45 degree bend w/ RB	2	Ea	\$	195.00	\$390.00
51	4" Gate Valve and Box	2	Ea	\$	450.00	\$900.00
52	8" x 1" Services w/ corp stop & fittings	6	Ea	\$	350.00	\$2,100.00
53	8" x 2" Services w/ Gate Valve & fittings	9	Ea	\$	400.00	\$3,600.00
54	4" x 1" Service w/ corp stop and fittings	2	Ea	\$	300.00	\$600.00
55	4" x 2" Services w/ Gate Valve & fittings	2	Ea	\$	350.00	\$700.00
56	5/8" Water Meter Assembly	30	Ea		GRU	GRU
57	8" PVC Sanitary Sewer @ 6'-8'	2,265	LF	\$	11.00	\$24,915.00
58	18" Jack and Bore	126	LF	\$	200.00	\$25,200.00
59	Sanitary Sewer Manhole @ 6'-8'	10	Ea	\$	1,800.00	\$18,000.00
60	4" PVC sanitary sewer lateral	1,002	LF	\$	6.50	\$6,513.00
61	4" Clean-out	30	Ea	\$	75.00	\$2,250.00
62	Existing manhole connection & restore a	1	LS	\$	9,000.00	\$9,000.00
63	8" Directional Bore	218	LF	\$	80.00	\$17,440.00
64	8" DIP	56	LF	\$	22.45	\$1,257.20
65	4" Wye and Bend	30	Ea	\$	50.00	\$1,500.00
66	Sod for offsite sewer installation	2,833	SY	\$	2.50	\$7,082.50
67	Unsuitable Soils hauled off and clean fill	1	LS	\$	150,000.00	\$150,000.00

Total= \$948,770.05

Does not include any basin undercut

Excludes: Gas, CATV, TE, and Landscaping

CONTINUATION SHEET

ALA DOCUMENT G703

ALA Document G702, APPLICATION AND CERTIFICATION FOR PAYMENT, containing Contractor's signed certification is attached.

APPLICATION NO: 0

In tabulations below, amounts are stated to the nearest dollar.
 (Use Column I on Contracts where variable retainage for line items may apply.)

Westchester

APPLICATION DATE:
 PERIOD TO:
 ARCHITECT'S PROJECT NO:

A ITEM NO.	B DESCRIPTION OF WORK	C CONTRACT VALUE	D		F MATERIALS PRESENTLY STORED (NOT IN D.O.R.E.)	G TOTAL COMPLETED AND STORED TO DATE (D+E+F)	H % (G ÷ C)	I BALANCE TO FINISH (C - G)	J RETAINAGE
			WORK COMPLETED FROM PREVIOUS APPLICATION (D + E)	THIS PERIOD					
ORIGINAL CONTRACT									
1	Earthwork Phase 1	\$1,434,443.70						\$1,434,443.70	\$0.00
2	Roadway Phase 1	\$1,497,252.70						\$1,497,252.70	\$0.00
3	Storm Phase 1	\$1,172,205.62						\$1,172,205.62	\$0.00
4	43rd Street	\$290,462.75						\$290,462.75	\$0.00
5	Sewer Phase 1	\$441,896.50						\$441,896.50	\$0.00
6	Water Phase 1	\$334,763.60						\$334,763.60	\$0.00
7	Electric Phase 1	\$175,000.00						\$175,000.00	\$0.00
8	Earthwork Phase 2	\$140,202.50						\$140,202.50	\$0.00
9	Roadway Phase 2	\$401,066.35						\$401,066.35	\$0.00
10	Storm Phase 2	\$106,485.50						\$106,485.50	\$0.00
11	Sewer Phase 2	\$263,157.70						\$263,157.70	\$0.00
12	Water Phase 2	\$37,858.00						\$37,858.00	\$0.00
13	Electric Phase 2	\$29,805.00						\$29,805.00	\$0.00
14	Earthwork Phase 3	\$201,031.00						\$201,031.00	\$0.00
15	Roadway Phase 3	\$202,800.25						\$202,800.25	\$0.00
16	Storm Phase 3	\$316,854.00						\$316,854.00	\$0.00
17	Sewer Phase 3	\$308,461.00						\$308,461.00	\$0.00
18	Water Phase 3	\$91,722.00						\$91,722.00	\$0.00
19	Electric Phase 3	\$49,990.00						\$49,990.00	\$0.00
20									
21									
22									
24									
25									
26									
GRAND TOTALS		\$7,495,458.17	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$7,495,458.17	\$0.00

Weschester Phase 2

Electric

W.G. Johnson and Son, Inc.

No.	Item Description	Qty.	Unit	Unit Price	Total
1	2" PVC	2,000	LF	\$ 3.50	\$ 7,000.00
2	1-1/2" PVC	350	LF	\$ 3.50	\$ 1,225.00
3	2-1/2" PVC	400	LF	\$ 4.00	\$ 1,600.00
4	3" PVC	1,600	LF	\$ 4.00	\$ 6,400.00
5	4" PVC	300	LF	\$ 4.50	\$ 1,350.00
6	1-1/2" PVC 90°	4	EA	\$ 25.00	\$ 100.00
7	2" Steel 90°	8	EA	\$ 75.00	\$ 600.00
8	2-1/2" PVC 90°	36	EA	\$ 35.00	\$ 1,260.00
9	3" PVC 90°	26	EA	\$ 45.00	\$ 1,170.00
10	4" PVC 90°	5	EA	\$ 85.00	\$ 425.00
11	10" Pedestals	4	EA	\$ 75.00	\$ 300.00
12	2'x3' Pedestals	13	EA	\$ 300.00	\$ 3,900.00
13	1Ø Transformer pads	3	EA	\$ 300.00	\$ 900.00
14	UJB	1	EA	\$ 1,200.00	\$ 1,200.00
15	Adaptors & Couplings	1	LS	\$ 375.00	\$ 375.00
16	Surveying	1	LS	\$ 2,000.00	\$ 2,000.00

\$ 29,805.00

Weschester Phase 3

W.G. Johnson and Son, Inc.
Paving and Drainage, Sewer and Water

Item	Item Description	Quantity	Unit	Unit Price	Amount
1	Temporary Construction Entrance	1	LS	\$ 4,500.00	\$4,500.00
2	Dewatering	1	LS	\$ 75,000.00	\$75,000.00
3	Clearing and Grubbing	8.2	AC	\$ 3,000.00	\$24,600.00
4	Basin Cut	33,723	CY	\$ 2.50	\$84,307.50
5	Basin Fill	5,376	CY	\$ 2.25	\$12,096.00
6	Roadway Cut	1,930	CY	\$ 2.50	\$4,825.00
7	Roadway Fill and Lot Fill	5,509	CY	\$ 2.25	\$12,395.25
8	Tree Barricades	211	LF	\$ 2.50	\$527.50
9	Speed Tables	6	Ea	\$ 3,500.00	\$21,000.00
10	Silt Fence	4,700	LF	\$ 3.50	\$16,450.00
11	Erosion Control	1	LS	\$ 3,000.00	\$3,000.00
12	Underdrain	2,925	LF	\$ 10.50	\$30,712.50
13	Fine Grading	23,120	SY	\$ 0.45	\$10,404.00
14	Mulching	62,600	SY	\$ 0.50	\$31,300.00
15	Sodding	23,120	SY	\$ 2.50	\$57,800.00
16	12" Subgrade LBR 30	9,130	SY	\$ 1.95	\$17,803.50
17	6" Limerock Base	8,724	SY	\$ 6.00	\$52,344.00
18	1-1/4" Asphalt	8,320	SY	\$ 4.50	\$37,440.00
19	Concrete Sidewalk	1,000	SF	\$ 3.25	\$3,250.00
20	Type F Curb and Gutter	5,515	LF	\$ 9.00	\$49,635.00
21	Type E Inlet	3	Ea	\$ 2,575.00	\$7,725.00
22	Type E Inlet w/ 6608 Grate	1	Ea	\$ 4,300.00	\$4,300.00
23	Type P5 Inlet	11	Ea	\$ 2,225.00	\$24,475.00
24	Type P6 Inlet	8	Ea	\$ 2,450.00	\$19,600.00
25	Type J6 Inlet	1	Ea	\$ 2,950.00	\$2,950.00
26	4' Storm Manhole	6	Ea	\$ 1,600.00	\$9,600.00
27	Grout / Concrete bottom of Storm Structures	4	Ea	\$ 650.00	\$2,600.00
28	15" Flared End Section	2	Ea	\$ 1,000.00	\$2,000.00
29	24" Flared End Section	3	Ea	\$ 1,100.00	\$3,300.00
30	30" Flared End Section	1	Ea	\$ 1,300.00	\$1,300.00
31	15" RCP	1,147	LF	\$ 19.50	\$22,366.50
32	18" RCP	499	LF	\$ 23.00	\$11,477.00
33	24" RCP	1,260	LF	\$ 31.00	\$39,060.00
34	30" RCP	177	LF	\$ 42.00	\$7,434.00
35	24" Stop Bar	36	LF	\$ 7.50	\$270.00
36	Rip Rap Aprons	6	Ea	\$ 1,500.00	\$9,000.00
37	Roadway Signage	10	LS	\$ 200.00	\$2,000.00
38	12" Crosswalk	400	LF	\$ 4.50	\$1,800.00

39	6" Yellow Stripe	25	LF	\$ 1.50	\$37.50
40	8" PVC Water Main	2,400	LF	\$ 14.50	\$34,800.00
41	8" DIP Water Main	220	LF	\$ 15.80	\$3,476.00
42	2" PVC Water Main	400	LF	\$ 5.00	\$2,000.00
43	3" PVC Casing	342	LF	\$ 5.50	\$1,881.00
44	4" PVC	590	LF	\$ 7.00	\$4,130.00
45	4" DIP	100	LF	\$ 9.00	\$900.00
46	Remove Existing blow-off and connect to exist.	2	LS	\$ 200.00	\$400.00
47	Blue Reflective Pavement Marker	4	Ea	\$ 50.00	\$200.00
48	8" Gate Valve and Box	7	Ea	\$ 650.00	\$4,550.00
49	8" Cross	1	Ea	\$ 450.00	\$450.00
50	8" x 6" x 8" Anchoring Tee w/ RB	4	Ea	\$ 400.00	\$1,600.00
51	8" x 8" x 8" Anchoring Tee w/ RB	2	Ea	\$ 400.00	\$800.00
52	6" Gate Valve and Box	4	Ea	\$ 495.00	\$1,980.00
53	8" 11-1/4 degree bend	8	Ea	\$ 400.00	\$3,200.00
54	8" 22-1/2 degree bend	12	Ea	\$ 400.00	\$4,800.00
55	8" 45 degree bend	2	Ea	\$ 400.00	\$800.00
56	8" x 4" Reducer	4	Ea	\$ 300.00	\$1,200.00
57	4" 11-1/4 degree bend w/ RB	2	Ea	\$ 195.00	\$390.00
58	4" 22-1/2 degree bend w/ RB	3	Ea	\$ 195.00	\$585.00
59	4" Gate Valve and Box	2	Ea	\$ 450.00	\$900.00
60	2" Gate Valve and Box	9	Ea	\$ 220.00	\$1,980.00
61	2" Double Water Services and fittings	7	Ea	\$ 400.00	\$2,800.00
62	1" Single Water Services and fittings	30	Ea	\$ 350.00	\$10,500.00
63	Water Meters	44	Ea	GRU	GRU
64	Fire Hydrant	4	Ea	\$ 1,850.00	\$7,400.00
65	8" PVC Sanitary Sewer @ 6-8'	3,582	LF	\$ 11.00	\$39,402.00
66	8" PVC SDR-18	400	LF	\$ 15.00	\$6,000.00
67	Sanitary Sewer Manhole @ 6-8'	22	Ea	\$ 1,800.00	\$39,600.00
68	4" PVC sanitary sewer lateral	1,800	LF	\$ 6.50	\$11,700.00
69	4" clean-out	45	Ea	\$ 75.00	\$3,375.00
70	Dog House connection and restoration	1	LS	\$ 4,500.00	\$4,500.00
71	4" Wye and Bend	45	Ea	\$ 50.00	\$2,250.00
72	Testing	1	LS	\$ 10,000.00	\$10,000.00
73	Surveying	1	LS	\$ 31,000.00	\$31,000.00
74	Open Cut and Repair Asphalt	1	LS	\$ 3,500.00	\$3,500.00
75	Remove and Replace Trees and Fence	1	LS	\$ 5,000.00	\$5,000.00
76	12' Stabilized Roadway	1,067	SY	\$ 2.00	\$2,134.00
77	Pine Bark Mulch on PUE	1	LS	NO Bid	Not Included
78	Unsuitable Soils hauled off and clean fill on	1	LS	\$150,000.00	\$150,000.00

Total= \$1,120,868.25

Does not include any basin undercut

Excludes: Gas, CATV, TE, and Landscaping

Weschester Phase 3

Electric

W.G. Johnson and Son, Inc.

No.	Item Description	Qty.	Unit	Unit Price	Total
1	1-1/2" PVC	600	LF	\$ 3.50	\$ 2,100.00
2	2" PVC	3,100	LF	\$ 3.50	\$ 10,850.00
5	2-1/2" PVC	440	LF	\$ 4.00	\$ 1,760.00
3	3" PVC	950	LF	\$ 4.00	\$ 3,800.00
4	4" PVC	1,800	LF	\$ 4.50	\$ 8,100.00
6	1-1/2" PVC 90°	12	EA	\$ 25.00	\$ 300.00
7	2" Steel 90°	22	EA	\$ 75.00	\$ 1,650.00
11	2-1/2" PVC 90°	4	EA	\$ 35.00	\$ 140.00
8	3" PVC 90°	22	EA	\$ 45.00	\$ 990.00
9	4" PVC 90°	25	EA	\$ 85.00	\$ 2,125.00
14	10" Pedestals	5	EA	\$ 75.00	\$ 375.00
15	2'x3' Pedestals	20	EA	\$ 300.00	\$ 6,000.00
13	UJB	4	EA	\$ 1,200.00	\$ 4,800.00
16	1Ø Transformer pads	5	EA	\$ 300.00	\$ 1,500.00
12	Couplings, Adaptors	1	LS	\$ 500.00	\$ 500.00
18	Surveying	1	LS	\$ 5,000.00	\$ 5,000.00

\$ 49,990.00

APPLICATION AND CERTIFICATION FOR PAYMENT

APP DOCUMENT G702

PAGE ONE OF TWO PAGES

TO OWNER: Westchester LLC
 6215 Wilson Blvd
 Jacksonville, FL 32210
 PROJECT: Westchester
 Gainesville, FL

FROM CONTRACTOR:
 W.G. Johnson and Son, Inc
 2430 NW 73rd Place
 Gainesville, FL 32653
 VIA Engineer: Causseaux and Hillington, Inc.
 CONTRACT FOR: Site Work

APPLICATION NO. 1
 PERIOD TO: OWNER
 ARCHITECT
 CONTRACTOR
 PROJECT NOS:
 CONTRACT DATE: 7-Sep-05

CONTRACTOR'S APPLICATION FOR PAYMENT

Application is made for payment, as shown below, in connection with the Contract.
 Continuation Sheet, AIA Document G703, is attached.

SEE ATTACHED SWORN STATEMENT FROM CONTRACTOR TO OWNER

1. ORIGINAL CONTRACT SUM \$ 7,495,458.17
2. Net change by Change Orders \$ -
3. CONTRACT SUM TO DATE (Line 1 ± 2) \$ 7,495,458.17
4. TOTAL COMPLETED & STORED TO DATE (Column G on G703) \$ 0.00
5. RETAINAGE: (Original Contract Only) \$ 0.00
 - a. 10 % of Completed Work (Column D + E on G703) \$ 0.00
 - b. 0 % of Stored Material (Column F on G703) \$ 0.00
 Total Retainage (Lines 5a + 5b or Total in Column I of G703) \$ 0.00
6. TOTAL EARNED LESS RETAINAGE (Line 4 Less Line 5 Total) \$ 0.00
7. LESS PREVIOUS CERTIFICATES FOR PAYMENT (Line 6 from prior Certificate) \$ 0.00
8. CURRENT PAYMENT DUE \$ 0.00
9. BALANCE TO FINISH, INCLUDING RETAINAGE (Line 3 less Line 6) \$ 7,495,458.17

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total changes approved in previous months by Owner	\$0.00	\$0.00
Total approved this Month (#1)	\$0.00	\$0.00
TOTALS	\$0.00	\$0.00
NET CHANGES by Change Order	\$0.00	\$0.00

The undersigned Contractor certifies that to the best of the Contractor's knowledge, information and belief the Work covered by this Application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by the Contractor for Work for which previous Certificates for Payment were issued and payments received from the Owner, and that current payment shown herein is now due.

CONTRACTOR: Glenn Johnson W.G. Johnson and Son, Inc.
 By: _____ Date: _____
 State of Florida County of Alachua
 Subscribed and sworn to before me this 7th day of September, 2005
 Notary Public: Dora Lee Bryan
 My Commission expires: May 2, 2006

ARCHITECT'S CERTIFICATE FOR PAYMENT

In accordance with the Contract Documents, based on on-site observations and the data comprising the application, the Architect certifies to the Owner that to the best of the Architect's knowledge, information and belief the Work has progressed as indicated, the quality of the Work is in accordance with the Contract Documents, and the Contractor is entitled in payment of the AMOUNT CERTIFIED.

AMOUNT CERTIFIED: \$ 0.00

(Attach explanation if amount certified differs from the amount applied. Initial all figures on this Application and on the Continuation Sheet that are changed to conform with the amount certified.)
 ARCHITECT: _____
 By: _____ Date: _____
 This Certificate is not negotiable. The AMOUNT CERTIFIED is payable only to the Contractor named herein. Issuance, payment and acceptance of payment are without prejudice to any rights of the Owner or Contractor under this Contract.